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**REDACTED VERSION
OF DOCUMENT
PROPOSED TO BE
FILED UNDER SEAL**

6 Attorneys for Defendants
CROWN MEDIA UNITED STATES, LLC, CROWN
7 MEDIA HOLDINGS, INC., AND CITI TEEVEE, LLC

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION
11

12 MARK STEINES AND STEINES
13 ENTERTAINMENT, INC.,

14 Plaintiffs,

15 v.

16 CROWN MEDIA UNITED STATES,
17 LLC, CROWN MEDIA HOLDINGS,
INC., AND CITI TEEVEE, LLC,

18 Defendants.
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Case No. 2:18-cv-09293 CJC (FFMx)

**DECLARATION OF HOWARD M.
KNEE IN SUPPORT OF
DEFENDANTS' MOTION TO
DISQUALIFY PLAINTIFFS'
COUNSEL**

Judge: Hon. Cormac J. Carney

*[Filed concurrently with Defendants'
Notice of Motion and Motion to
Disqualify Plaintiffs' Counsel]*

Complaint filed: September 20, 2018
First Amended Complaint filed:
September 26, 2018

DECLARATION OF HOWARD M. KNEE

I, Howard M. Knee, hereby declare:

1. I am a member of the State Bar of California and am authorized to practice before this Court. I am a Partner at Blank Rome LLP. The facts set forth in this declaration I know to be true of my own personal knowledge, except as otherwise stated. If called to testify in this matter, I could and would testify competently to the matters set forth in this declaration.

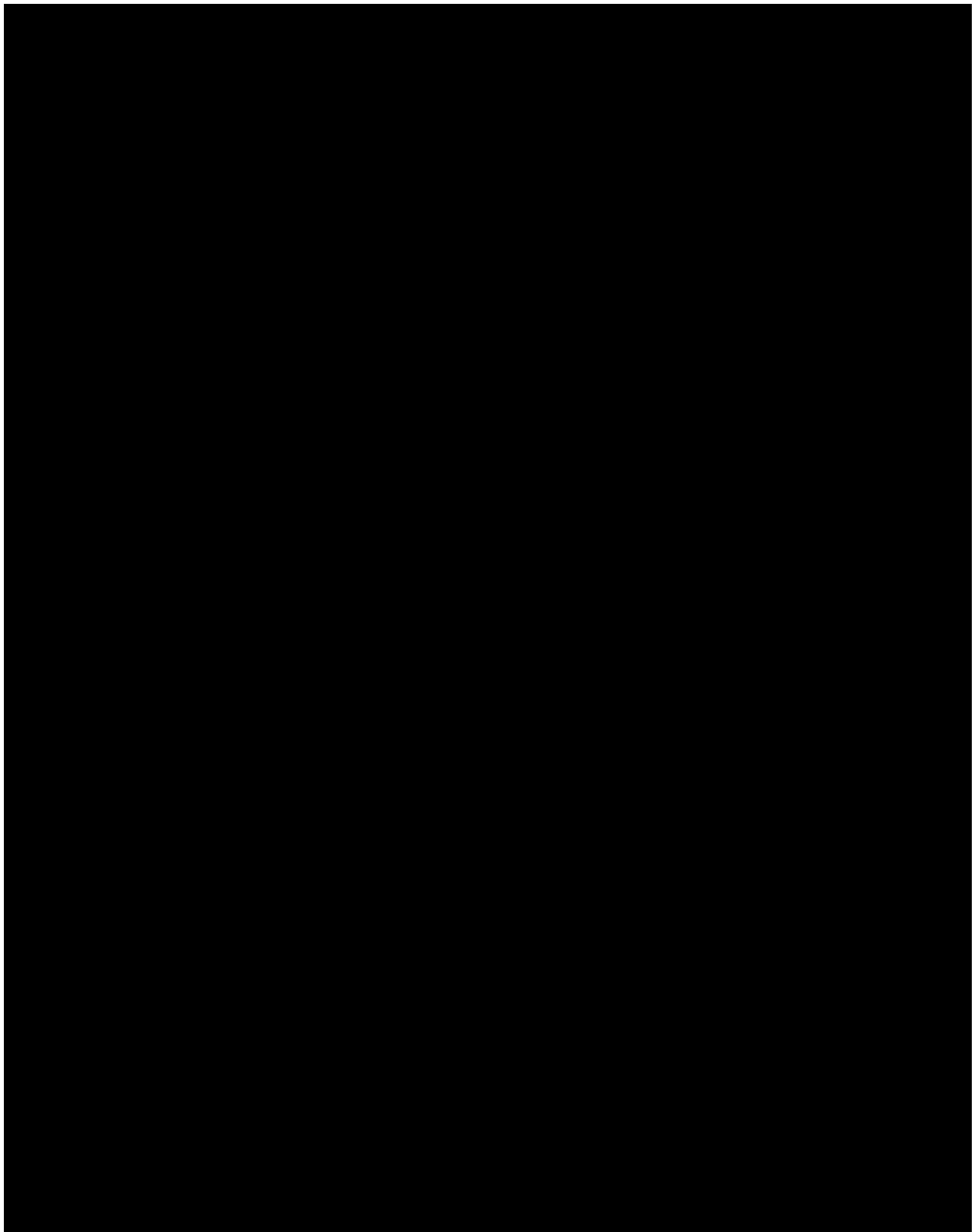
2. I have served as outside employment legal counsel to Woody Fraser and Woody Fraser Enterprises, Inc. (which no longer does business) since in or about May 2017.

3. On July 17, 2017, Woody Fraser and Woody Fraser Enterprises, Inc. entered into a Legal Consulting Agreement ("LCA") with The Bloom Firm. The parties entered into this LCA following a number of communications with Lisa Bloom and attorneys from her firm, including Alyson Decker. Attached hereto as **Exhibit A** is a true and correct copy of the LCA.¹

4. The LCA was negotiated between the parties in good faith and at arms' length. I am informed and believe that during these negotiations, The Bloom Firm bargained for, insisted upon, and obtained additional consideration than had originally been offered. Prior to entering into the LCA, the parties communicated about and The Bloom Firm specifically approved the LCA. I am not aware of any facts showing that the Bloom Firm did not voluntarily, and without coercion, negotiate, sign and agree to the LCA.

¹ The LCA is a confidential fee agreement protected by the attorney-client privilege. I understand the Defendants in this case, Crown Media United States, LLC, Crown Media Holdings, Inc. and Citi TeeVee, LLC, will request that the LCA be filed under seal out of an abundance of caution to preserve the attorney-client privilege to the extent possible. Woody Fraser and Woody Fraser Enterprises, Inc. are willing to waive the attorney-client privilege as to the terms of the LCA but request that the terms only be made public by court order.

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26 7. Because the Bloom Firm was equipped with confidential information
27 (including, without limitation, the “playbook” of the Defendants) and employment
28 law expertise, Woody Fraser, Woody Fraser Enterprises, Inc. and Crown Media

1 determined that it would be beneficial to engage The Bloom Firm's legal services to
2 assist with legal matters in the future. The Bloom Firm's knowledge of this
3 confidential information was an important factor that was considered in deciding to
4 engage The Bloom Firm.

5 8. Pursuant to the LCA, The Bloom Firm was engaged and retained to
6 provide Woody Fraser, Woody Fraser Enterprises, Inc. and Crown Media legal
7 consulting services on an as-needed basis for a specified term.

8 9. In consideration for the LCA, Woody Fraser and Woody Fraser
9 Enterprises were to pay The Bloom Firm a monetary consideration in three
10 installments, the first installment of which was paid, accepted, and deposited by
11 The Bloom Firm. Attached hereto as **Exhibit B** is a true and correct copy of the
12 check for the first installment payment and confirmation of the deposit date.

13 10. The second installment payment to the Bloom Firm was due on June
14 30, 2018. On June 13, 2018, Lisa Bloom sent me a letter advising me that she was
15 unilaterally terminating the LCA and asking that Woody Fraser and Woody Fraser
16 Enterprises, Inc. not send the second installment payment pursuant to the LCA.

17 11. From the time the LCA was executed to June 13, 2018, to the best of
18 my knowledge, neither Woody Fraser, Woody Fraser Enterprises, Inc. nor I
19 received any communication from The Bloom Firm advising that The Bloom Firm
20 no longer considered the LCA valid or enforceable.

21 12. On or about July 6, 2018, I responded to Ms. Bloom's letter stating
22 that Woody Fraser and Woody Fraser Enterprises, Inc. viewed the LCA as binding
23 and enforceable.

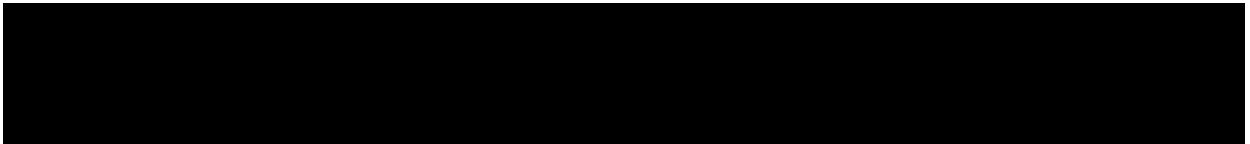
24 13. The Bloom Firm has never responded to my July 6, 2018 letter.

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I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

This declaration is executed on December 3rd, 2018 in Los Angeles, California.



HOWARD M. KNEE

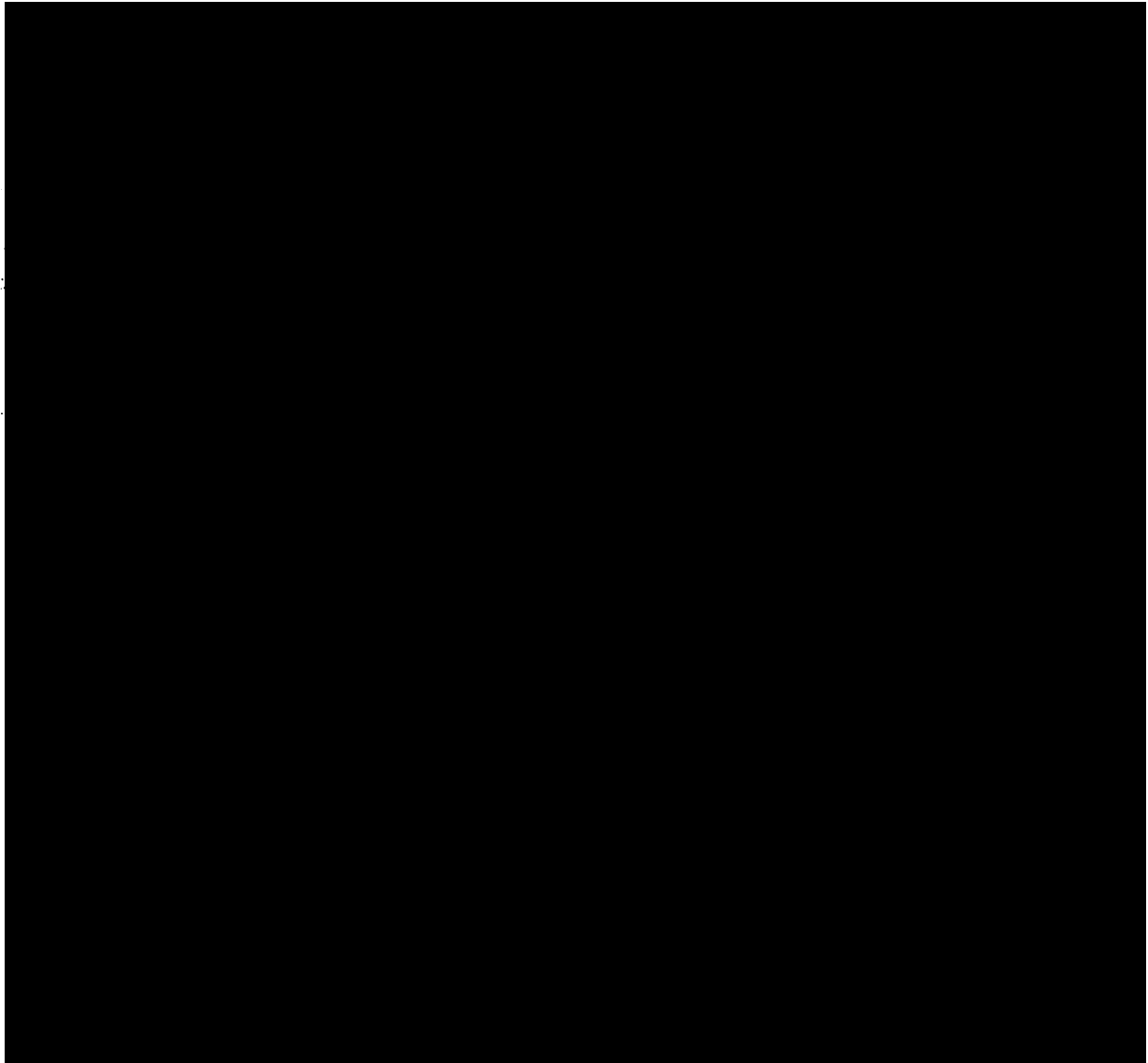
EXHIBIT A

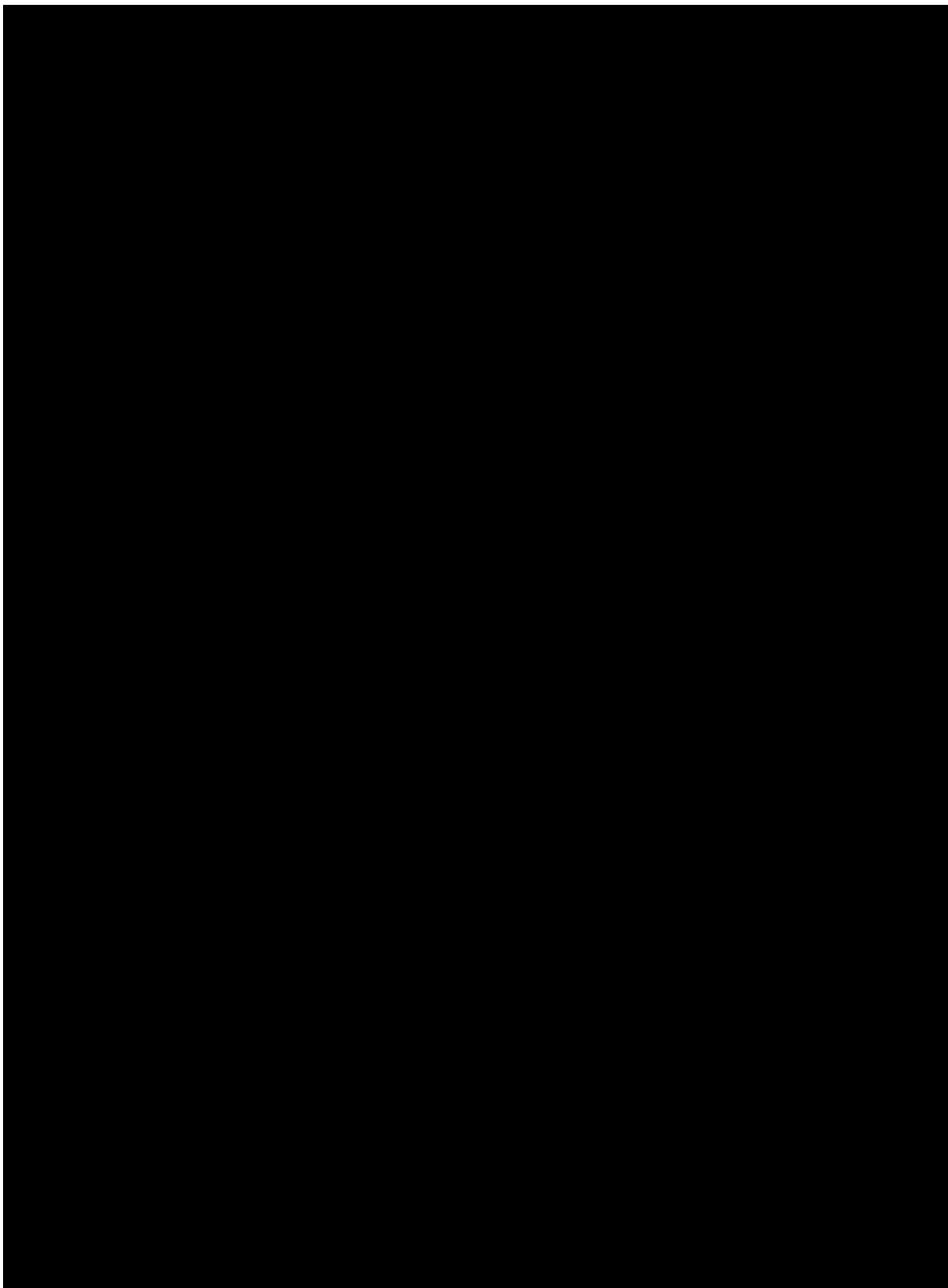
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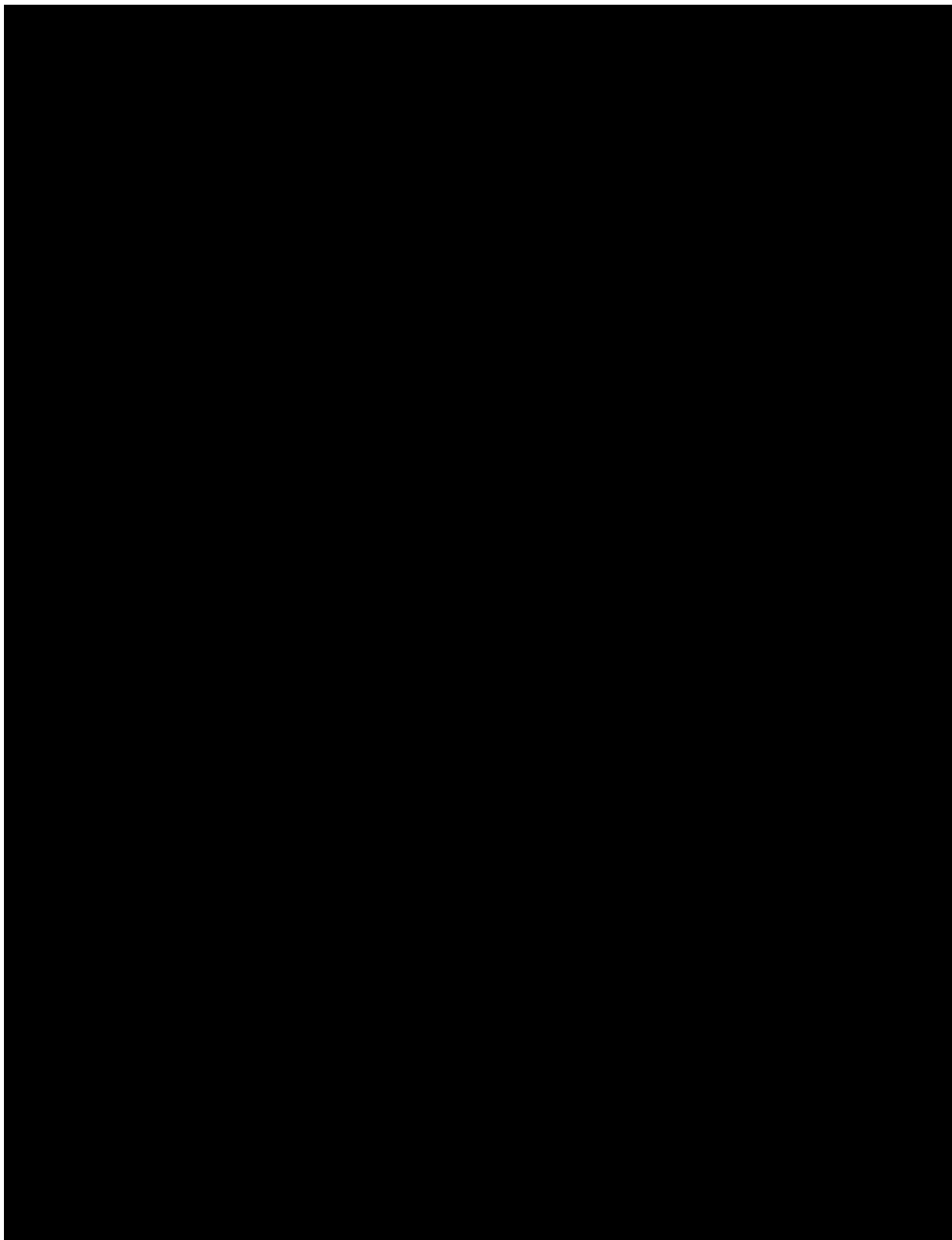
LEGAL CONSULTING AGREEMENT

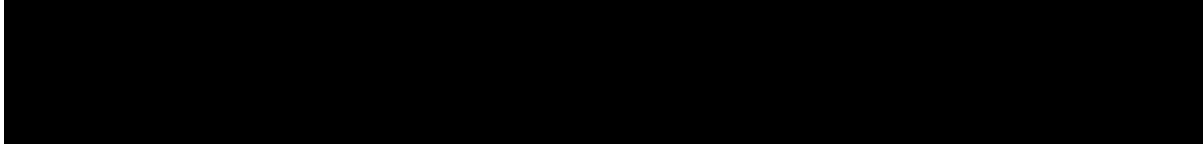
THIS LEGAL CONSULTING AGREEMENT ("Agreement") is made as of **July __, 2017** (the "Effective Date"), by and between FORREST ("WOODY") L. FRASER, an individual ("Fraser"), and WOODY FRASER ENTERPRISES, INC., a California corporation (the "Company" together with Fraser are collectively referred to herein as the "Fraser Parties"), and THE BLOOM FIRM, A PROFESSIONAL CORPORATION, a California corporation ("The Bloom Firm"). The Bloom Firm and the Fraser Parties are collectively referred to herein as the "Parties."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:









[Signatures on following page]

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IN WITNESS WHEREOF, the Parties hereto have executed this Legal Consulting Agreement as of the Effective Date.

FRASER:

BLOOM FIRM:

The Bloom Firm, A Professional Corporation

Forrest ("Woody") L. Fraser

By: _____

Address:

Name: _____

Title: _____

Address:

COMPANY:

Woody Fraser Enterprises, Inc.

By: _____

Name: _____

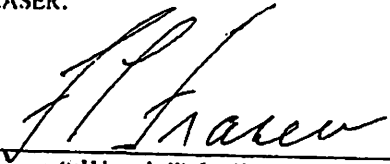
Title: _____

Address:

Signature Page to Legal Consulting Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Legal Consulting Agreement as of the Effective Date.

FRASER:


Forrest ("Woody") L. Fraser

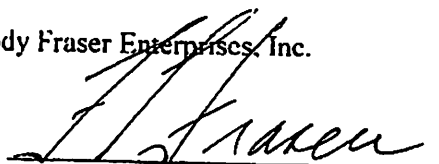
Address:

11827 KENDALL ST
LACA 90049

COMPANY:

Woody Fraser Enterprises, Inc.

By:


Name: FORREST L. FRASER
Title: President

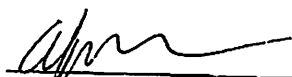
Address:

17547 Ventura Blvd
Encino CA 91316

BLOOM FIRM:

The Bloom Firm, A Professional Corporation

By:


Name: Alyson Decker

Title: Senior Attorney


Address:

20700 Ventura Blvd., Suite 301
Woodland Hills, CA 91367

Signature Page to Legal Consulting Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Legal Consulting Agreement as of the Effective Date.

FRASER:


Forrest ("Woody") L. Fraser

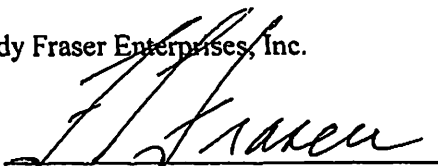
Address:

11827 KENDALL ST
LACA 90049

COMPANY:

Woody Fraser Enterprises, Inc.

By:



Name:

FORREST L. FRASER

Title:

President

Address:

17547 Ventura Blvd
Encino Ca 91316

BLOOM FIRM:

The Bloom Firm, A Professional Corporation

By: _____

Name: _____

Title: _____

Address:

Signature Page to Legal Consulting Agreement

EXHIBIT B
(PUBLIC VERSION)

9/20/2018 3:37 PM

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For Deposit Only - JPMC

Transaction Type: History